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(GL 2323)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNIVERSAL SAFETY RESPONSE, INC.
Plaintiff,

vs.

SECUREUSA, INC., et als
Defendants,

Civil Action No. 08-Civ-4851 (LTS)

ANSWER TO COMPLAINT,
AFFIRMATIVE DEFENSES,
COUNTERCLAIM & JURY DEMAND

Defendant SecureUSA, Inc. ("SUSA"), by way of Answer to the Complaint of Plaintiff,
Universal Safety Response, Inc. ("USR"), does hereby respond as follows:

THE PARTIES

1. SUSA lacks sufficient information as to the truth of the allegations in Paragraph 1, and leaves USR to its proofs.
2. SUSA admits the allegations in the first sentence. As to the second sentence, SUSA denies that it has made, used or sold the vehicle barrier system which is the subject of the Complaint, but admits that it offered the subject USR product for sale on its website for a period of time with USR's consent. SUSA further states that it is primarily in the business of a perimeter security consultant and systems integrator, in which business SUSA regularly recommends and offers to supply and install security equipment manufactured by third parties.

3. SUSU denies the allegations contained in Paragraph 3 to the extent SUSU is alleged to have participated with any "John Doe" defendants to be named in any actions alleged as violative of USR's rights in the Complaint.

JURISDICTION

4. SUSU neither admits nor denies the characterization of the Complaint as same does not call for a response, but denies that it has infringed on any trademark, copyright or patent of USR, engaged in any unfair competition or otherwise violated any federal or state laws.
5. SUSU neither admits nor denies the allegations in Paragraph 5 as to the issue of subject matter jurisdiction as same does not call for a factual response, except denies that there is any merit to any of the claims asserted therein.
6. SUSU neither admits nor denies the allegations in Paragraph 6 as to the issue of general personal jurisdiction as same does not call for a factual response, but admits that it is currently registered with the New York Department of State to conduct business in this state.
7. SUSU denies that this Court has personal jurisdiction over it insofar as SUSU has never sold or offered for sale any infringing vehicle barrier in this District or elsewhere in the United States.

VENUE

8. Denied.

USR'S TRADEMARKS AND GOODWILL

9. SUSU lacks sufficient information as to the truth of the allegations in Paragraph 9, and leaves USR to its proofs.

10. SUSAs lacks sufficient information as to the truth of the allegations in Paragraph 10, and leaves USR to its proofs.

11. SUSAs lacks sufficient information as to the truth of the allegations in Paragraph 11, and leaves USR to its proofs.

USR'S COPYRIGHT

12. SUSAs lacks sufficient information as to the truth of the allegations in Paragraph 12, and leaves USR to its proofs.

13. SUSAs lacks sufficient information as to the truth of the allegations in Paragraph 13, and leaves USR to its proofs.

USR'S PATENT

14. SUSAs lacks sufficient information as to the truth of the allegations in Paragraph 1, and leaves USR to its proofs.

FIRST CLAIM FOR RELIEF

15. SUSAs repeats its answers to the allegations contained above.

16. SUSAs lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 16, and leaves USR to its proofs.

17. The allegations contained in Paragraph 17 are denied.

18. The allegations contained in Paragraph 18 are denied.

19. The allegations contained in Paragraph 19 are denied.

20. The allegations contained in Paragraph 20 are denied.

21. The allegations contained in Paragraph 21 are denied.

SECOND CLAIM FOR RELIEF

22. SUSAs repeats its answers to the allegations contained above.

- 23. The allegations contained in Paragraph 23 are denied.
- 24. The allegations contained in Paragraph 24 are denied.
- 25. The allegations contained in Paragraph 25 are denied.
- 26. The allegations contained in Paragraph 26 are denied.

THIRD CLAIM FOR RELIEF

- 27. SUSA repeats its answers to the allegations contained above.
- 28. The allegations contained in Paragraph 28 are denied.
- 29. The allegations contained in Paragraph 29 are denied.

FOURTH CLAIM FOR RELIEF

- 30. SUSA repeats its answers to the allegations contained above.
- 31. SUSA lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 31, and leaves USR to its proofs.
- 32. As to the allegations contained in Paragraph 32, SUSA admits that it created the subject flyer which is attached to the Complaint as Exhibit 6, denies that the contents of the flyer were used without USR's consent and denies that SUSA is distributing it to the public or that its contents are posted on the referenced website.
- 33. The allegations contained in Paragraph 33 are denied.
- 34. As to the allegations contained in Paragraph 34, SUSA denies that it reproduced the text and photographs located on the referenced webpage or that it owns the referenced webpage. SUSA states further that the owner of the website in question, Secure Aus, is an independent foreign corporation, that the webmaster responsible for maintaining the secureaus.com website, Brandon Morgan, is an independent contractor, not an owner, director, officer, employee or agent of SUSA, and that any reproduction by

Mr. Morgan of GRAB brochure text or photographs on the secureaus.com website was purely inadvertent and was immediately removed by Mr. Morgan when it was brought to his attention.

- 35. The allegations contained in Paragraph 35 are denied.
- 36. The allegations contained in Paragraph 36 are denied.
- 37. The allegations contained in Paragraph 37 are denied.

FIFTH CLAIM FOR RELIEF

- 38. SUSA repeats its answers to the allegations contained above.
- 39. The allegations contained in Paragraph 39 are denied.
- 40. The allegations contained in Paragraph 40 are denied.
- 41. The allegations contained in Paragraph 41 are denied.
- 42. The allegations contained in Paragraph 42 are denied.
- 43. The allegations contained in Paragraph 43 are denied.

SIXTH CLAIM FOR RELIEF

- 44. SUSA repeats its answers to the allegations contained above.
- 45. The allegations contained in Paragraph 45 are denied.
- 46. The allegations contained in Paragraph 46 are denied.
- 47. The allegations contained in Paragraph 47 are denied.
- 48. The allegations contained in Paragraph 48 are denied.
- 49. The allegations contained in Paragraph 49 are denied.

SEPARATE & AFFIRMATIVE DEFENSES

Defendant SUSA, by way of separate and affirmative defenses, says as follows:

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

This action is barred, in whole or in part, by the doctrines of waiver, estoppel and laches.

THIRD AFFIRMATIVE DEFENSE

USR's claims are barred by its own unclean hands, unfair trade practices, interference with SUSA's contractual relations, interference with SUSA's prospective business advantages, unauthorized use of confidential, proprietary information and other unlawful business practices committed in conspiracy and active participation with former SUSA employees Jerry Gibson and Greg Hamby.

FOURTH AFFIRMATIVE DEFENSE

SUSA's limited promotion of USR's GRAB System on its website and through literature was incapable of creating consumer confusion insofar as SUSA did not attempt to market, advertise, promote, offer for sale or sell any net vehicle barrier system other than USR's GRAB system during the time period in which SUSA was promoting USR's GRAB system on the SUSA website.

FIFTH AFFIRMATIVE DEFENSE

This Court lacks personal jurisdiction over SUSA.

SIXTH AFFIRMATIVE DEFENSE

USR's claims are barred as the result of its breach of the implied covenant of good faith and fair dealing as to the agreement reached in December 2005 granting SUSA permission to promote and market USR's GRAB system on SUSA's website and in brochures.

SEVENTH AFFIRMATIVE DEFENSE

To the extent that the Complaint seeks to hold SUSA liable for activities ensuing from the lawful exercise of its rights of free association and free speech guaranteed by the First Amendment of the Constitution of the United States, the claims are invalid and should be dismissed.

COUNTERCLAIM

Defendant SUSA, by way of Counterclaim against USR, says as follows:

1. SUSA is a corporation of the state of Georgia, maintaining its principal place of business at 4250 Keith Bridge Road, Cumming, Georgia 30041. Since 1999, SUSA has been an international leader in the business of perimeter defense consulting, project design, multi-vendor supply and installation as well as service and maintenance of all available barrier systems in the marketplace.
2. As a result of SUSA's long-standing experience, leadership and innovation in this field, SUSA has developed an extensive worldwide base of governmental and private customers.
3. Upon information and belief, USR is a designer and manufacturer of vehicle barrier systems, including but not limited to a net vehicle barrier system known as the "GRAB" system.

SUSA's Employment of Jerry Gibson & Greg Hamby

4. From December 1, 2000 until January 26, 2007, Jerry Gibson was employed by SUSA as a Project Manager, Account Manager, Director of Contracts & Customer Liaison, Director of Sales and Marketing and Director of Strategic Development.
5. From December 4, 2001 until January 24, 2007, Greg Hamby was employed by SUSA as a Field Technician, Service Manager and Account Manager.

6. Upon their employment with SUSA, Messrs. Gibson and Hamby received an Employee Handbook, a copy of which is attached as Exhibit "A". In pertinent part, the handbook contained the following provision:

CONFIDENTIAL INFORMATION

Employees may, by virtue of their employment with the Company, obtain access to sensitive, confidential, restricted and proprietary information about the Company not generally known or made available to the public or competitors and which the Company has made reasonable efforts to keep confidential, including but not limited to financial records, customer or vendor records and files, referral or mailing lists, credit card numbers and similar information whether stored electronically or as documents.

Such confidential information shall be used solely by employees in the performance of their job duties for the Company and shall not be used in any other manner whatsoever during their employment. Employees shall not without the prior written consent of the Company use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment. Such confidential information is the exclusive property of the Company and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.

**Unauthorized use or disclosure of confidential information
may result in discipline, up to and including immediate
discharge, prosecution, or other available action.**

Upon termination of employment, employees must deliver to the Company any and all confidential information whether stored electronically or as a document, including but not limited to all copies of such documents prepared or produced in connection with their employment with the Company that pertain to the Company's business or the employee's services for the Company, whether made or compiled by the employee or furnished to the employee in connection with such services to the Company. In addition, at termination, employees must return to the Company all of the Company's non-confidential property, documents, or electronic information.

This policy does not limit the common law and statutory rights of the Company.

7. On or about April 21, 2003, SUSA updated its written employment agreements with its employees, including Gibson and Hamby. Copies of the agreements executed by Gibson and Hamby are attached hereto as Exhibit "B".

8. The agreements entered into by Messrs. Gibson and Hamby contain the following covenants with respect to non-disclosure of confidential information acquired during the course of their employment with SUSAs:

DISCLOSURE OF CONFIDENTIAL INFORMATION. During the course of performing employment duties, Company, partner, business partners and/or client may disclose to Employee, or Employee may observe, certain Company, partner and/or client and proprietary information and/or techniques, in connection with carrying out the Purpose, including, but not limited to, technical and business information, processes, security methods, techniques, trade secrets, programs, vendor and potential vendor information, the nature of its business operations and its specialized requirements, intended uses of Company and partner's services, which information may be oral, written, machine readable, visual, conceptual or not otherwise embodied in written or tangible form (all of the foregoing hereinafter referred to as "Confidential Information"). To protect Company, partner and/or client confidential information and to not compromise its past, present, or future business development, Company, partner and Employee agree that the following procedures are applicable to any and all disclosures of Confidential Information by Company.

CONFIDENTIALITY. (a) If Confidential Information is disclosed under Section 1, Employee agrees that it shall keep the Confidential Information in strict confidence. Internal dissemination of the Confidential Information shall be limited to only those employees whose duties justify their need to know such Confidential Information, and who are under a legal obligation to maintain the Confidential Information in the strictest confidence.

(b) Employee will not directly or indirectly use any such Confidential Information for any purpose other than the Purpose specifically contemplated hereunder, nor shall Employee make reproductions or copies of any portion of Confidential Information, or disseminate or disclose, orally or in writing, any Confidential Information to any third party, without the prior written consent of Company.

(c) Upon Company written demand, Employee shall return to Company all documents or other tangible materials provided in connection with this Agreement, and Employee shall not retain any abstracts, copies, extracts, or other reproductions, in whole or in part, of such Confidential Information. Further, Employee shall destroy all memoranda, notes and other writings in its possession based on the Confidential Information.

(d) Any and all documents created by Employee for Company, including but not limited to blueprints, and other design documents, shall be considered Company's Confidential Information and shall be subject to Section 2 (d) above.

9. The subject employment agreements entered into by Gibson and Hamby also contained a non-compete clause which provided as follows:

NON COMPETE. Employee hereby agrees that due to the technical training and confidential information provided by Company during the course of employment, as per section 2, not to enter into any employment, business venture or like that in any way could be termed competitive with Company or partners, for a period of one year from the termination of this employment agreement, for any cause whatsoever.

SUSA's Relationship With USR

10. On December 15, 2005, SUSA received written permission from USR to promote, advertise and market the USR GRAB system on SUSA's website, with the understanding that SUSA would purchase the GRAB system from USR for customers contracting SUSA to supply and install the GRAB system.

11. Jerry Gibson was responsible for negotiating this agreement on behalf of SUSA with USR Vice President Wes Foss.

12. On or about January 26, 2007, Jerry Gibson gave notice of his resignation from SUSA and requested that SUSA waive the non-compete clause in his employment agreement so that he could go to work for USR. SUSA's then President, Mitch Morgan, gave Gibson permission to go to work for USR provided that he did not disclose to USR Confidential Information acquired during his employment with SUSA. Mr. Morgan did so consent based upon Mr. Gibson's representation that he would strengthen the relationship between SUSA and USR.

13. On or about January 24, 2007, Greg Hamby gave notice of his resignation from SUSA and indicated that he was going to open a business with his brother in a non-competitive field. However, upon information and belief, Mr. Hamby also went to work for USR shortly after resigning from SUSA.

14. On February 15, 2007, little over one month after Messrs. Gibson and Hamby went to work for USR, USR's Vice President, Wes Foss, sent two e-mails to Mitch Morgan requesting that SUSA remove all references to USR materials or the company from web sites and marketing brochures. The reason proffered by Mr. Foss was that several clients of USR had been "mistakenly confused that SecureUSA is able to provide them with USR products or services."

15. In response to Mr. Foss' e-mails, Mr. Morgan replied via e-mail on that same date: "I guess I am confused as well. My feedback from Jerry [Gibson] and Russell was that USR was prepared to give SecureUSA a better discount on our next order in order to make it more profitable for SecureUSA to move USR product?" Mr. Morgan was understandably confused since SUSA had not sold or offered to sell or install any net vehicle barrier systems other than the USR GRAB system. However, Mr. Morgan never received a response to his e-mail nor was SUSA ever advised by USR that SUSA could no longer offer the GRAB system for sale as a normal industry vendor.

16. Upon information and belief, USR retracted the agreement with SUSA reached in December 2005 because Messrs. Gibson and/or Hamby provided USR with Confidential Information concerning SUSA's existing customers, methods of account development, business strategies and bollard design and specifications, thereby wrongfully allowing USR to sell competing products and services to SUSA's confidentially known customers. A comparison of USR's website from December 2006 to December 2007 clearly reflects a significant change in USR's marketing approach utilizing Confidential Information gained from Gibson and Hamby.

17. Upon further information and belief, USR, acting in concert with Messrs. Gibson and Hamby, misappropriated such Confidential Information in order to directly interfere with, usurp and destroy SUSA's relations with existing and prospective customers. To date, SUSA has

become aware of at least two customers that USR has poached as a result of Confidential Information provided by Gibson and/or Hamby:

- (a) Bank of America – Charlotte, North Carolina
- (b) State of Florida - State Capitol at Tallahassee

FIRST COUNT

(Tortious Interference With Contract)

18. Messrs. Gibson and Hamby owed SUSA a contractual duty not to divulge or use Confidential Information acquired during their employment with SUSA.

19. USR owed SUSA a duty not to interfere with SUSA's contractual relations with Gibson and Hamby.

20. USR hired Gibson and Hamby for the specific purpose of gaining access to and misappropriating Confidential Information regarding SUSA's customer base, account development, business strategies and its bollard design, specifications and installation methods.

21. USR knew when it hired Gibson and Hamby that they were contractually obligated not to disclose Confidential Information acquired while working for SUSA.

22. USR intentionally induced Gibson and Hamby to breach their contractual obligation of confidentiality owed to SUSA.

23. USR also intentionally misappropriated Confidential Information provided by Gibson and Hamby for the specific purpose of interfering with SUSA's long standing relationships with Bank of America and the State of Florida.

24. As a direct and proximate result of USR's intentional inducement of Gibson and Hamby to breach their contractual obligations of confidentiality to SUSA, and USR's misappropriation of Confidential Information in order to directly interfere with SUSA's relationships with Bank of

America and the State of Florida, SUSA has sustained damages by way of lost profits and loss of goodwill.

SECOND COUNT

(Tortious Interference With Prospective Economic Advantage)

25. SUSA repeats and reincorporates the allegations contained in the preceding paragraphs of the Counterclaim as if fully set forth at length herein.

26. SUSA had a protected interest in obtaining contracts from Bank of America and the state of Florida without wrongful interference from USR.

27. USR had opportunity to, and did, in fact, enter contracts with Bank of America and the State of Florida by virtue of the Confidential Information obtained from Gibson and Hamby.

28. USR's misappropriation of the information from Gibson and Hamby was wrongful in that USR knew that their disclosure of such information would violate their confidentiality obligations to SUSA.

29. But for USR's misappropriation of such Confidential Information, SUSA would have obtained contracts from Bank of America and the State of Florida.

30. SUSA has been damaged as a result of USR's tortious interference with SUSA's prospective economic advantage in the form of lost profits on the subject contracts and loss of goodwill.

THIRD COUNT

(Aiding & Abetting Breach of Fiduciary Duty)

31. SUSA repeats and reincorporates the allegations contained in the preceding paragraphs of the Counterclaim as if fully set forth at length herein.

32. Gibson and Hamby owed SUSA a fiduciary duty not to disclose Confidential Information acquired during their employment with SUSA.

33. Gibson and Hamby breached their fiduciary duties to SUSA by providing USR Confidential Information acquired during their employment with SUSA. On information and belief, Gibson also breached his fiduciary duty of loyalty to SUSA by requesting that SUSA's existing customers contact him at USR prior to resigning from SUSA.

34. USR knowingly induced Gibson and Hamby to breach their fiduciary duties to SUSA in order to obtain the Confidential Information they acquired during their employment with SUSA.

35. As a result of USR wrongfully inducing Gibson and Hamby to breach their fiduciary duties to SUSA, SUSA has sustained damages in the form of lost profits and loss of goodwill.

FOURTH COUNT

(Breach of Implied Covenant of Good Faith & Fair Dealing)

36. SUSA repeats and reincorporates the allegations contained in the preceding paragraphs of the Counterclaim as if fully set forth at length herein.

37. Pursuant to the agreement reached between USR and SUSA in December 2005 granting SUSA permission to promote and market the GRAB system on its website, there existed an implied covenant of good faith and fair dealing that would allow SUSA to offer the GRAB system for sale to existing and prospective customers to the mutual benefit of both parties.

38. USR breached that implied covenant shortly after inducing Gibson and Hamby to resign from SUSA by prohibiting SUSA from promoting and marketing the GRAB system, thereby severely curtailing SUSA's ability to sell the GRAB system.

39. As a result of USR's breach of the implied covenant of good faith and fair dealing, SUSA has sustained damage in the form of lost profits on the sale and installation of the GRAB system and loss of goodwill.

FIFTH COUNT

(Unfair Trade Practices)

40. SUSA repeats and reincorporates the allegations contained in the preceding paragraphs of the Counterclaim as if fully set forth at length herein.

41. USR's inducement of Gibson and Hamby to resign from SUSA and work for USR, USR's misappropriation of SUSA Confidential Information obtained from Gibson and Hamby, USR's retraction of the agreement allowing SUSA to promote and market the GRAB system after Gibson and Hamby became employed by USR, and USR's interference with SUSA's customer relations constitute unfair trade practices under the law of the State of New York.

42. As a result of USR's breach of the implied covenant of good faith and fair dealing, SUSA has sustained damage in the form of lost profits and loss of goodwill.

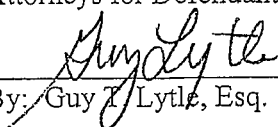
PRAYER FOR RELIEF

Wherefore, SUSA requests that the Court enter judgment in its favor and against USR for compensatory damages, direct and consequential, punitive damages, attorneys fees and costs of suit.

DEMAND FOR JURY TRIAL

SUSA hereby demands a jury trial on all issues so triable.

CARROLL, McNULTY & KULL, LLC
Attorneys for Defendant SecureUSA, Inc.


By: Guy T. Lytle, Esq.

DATE: 7/11/08

EXHIBIT A

WELCOME

Welcome to SecureUSA! We are pleased that you are joining us and we know that your contributions will assist us in remaining a leader in this community and in our industry.

As an employee of SecureUSA (the "Company"), you will want to know what you can expect from us and what we expect from you. This Handbook will give you that information by outlining many of our Company's current benefits, practices and policies.

Please keep this Handbook handy as a guide and ready reference throughout your employment here. If you have questions as you read through this Handbook, please do not hesitate to discuss them with Human Resources. Human Resources is a very important source of information and will be more than happy to assist you.

ABOUT OUR COMPANY

SecureUSA, Inc. offers complete turnkey Counter Terrorist Perimeter Vehicular Intrusion Security Solutions worldwide. In addition to our risk assessment, design consulting and installation/service maintenance capabilities, we have strategic business partnerships with the leading equipment manufacturers, offering: SMART fences; *ANTIRAM* walls; surveillance systems; electronic intrusion detection devices; crash tested and D.O.S. certified vehicle barricade systems including wedge barriers, bollards and planters; ballistic-rated, chemical warfare and standard or portable guard booths; portable crash cable beam gates and wedge barricades; parking control equipment and more.

- Our Project Managers, installers and technicians have worked on many high profile projects, including Federal Government Buildings, U.S. Embassies, U.S. Courthouses, Federal Reserve Bank Buildings, FBI Facilities, Landmark Buildings, Military Locations, State Government Capitol Buildings, and many Corporate Facilities.
- We have the highest level of security clearances for Federal Government, Military and other "at risk" projects.
- We are the only company providing Service and Maintenance contract for all manufactured brands of vehicular barrier systems.

PURPOSE OF THE HANDBOOK

This Handbook is designed to acquaint you with our Company and to give you a ready reference to answer many of your questions regarding your employment with us. Of course, please remember that business conditions change, and this handbook is only a summary of the employee benefits, personnel policies, and employment rules that are in effect at the time we published the handbook.

This Handbook does not create an "employment contract" or other contractual rights. Although the Company intends that the benefits, policies and regulations outlined in this Handbook will generally remain in effect, the Company reserves the right at any time to amend, curtail or to otherwise revise the benefits, policies or regulations outlined in this Handbook.

This Handbook applies to all employees. However, where it conflicts with any contract, such as insurance summary plan descriptions, that contract shall control.

This Handbook supersedes all prior inconsistent Handbooks or policies.

INTRODUCTORY POLICIES

CUSTOMER RELATIONS PHILOSOPHY

Our most important goal is customer satisfaction. Our customers are the most important part of our business, and each of us depends on customers for our job and our paycheck. Our customers expect and deserve a quality product and courteous, attentive treatment. Never forget that our customers are the lifeblood of our business.

EMPLOYEE RELATIONS PHILOSOPHY

Every employee is important to us. We are committed to attracting and retaining quality employees like you. To accomplish this, we are committed to maintaining a competitive wage and benefit program. We want to make our workplace as pleasant and rewarding place for you to work as we can. Most importantly, we want you to feel free to talk with us at any time.

Our success over the years is largely due to the way our employees and management work together. We are a non-union Company, and we prefer to remain that way. Our non-union status allows us to treat each employee as an individual and to deal directly with our employees rather than through a third party who has no real stake in our Company.

EQUAL EMPLOYMENT OPPORTUNITY "EEO"

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination, harassment, and retaliation in employment based on race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; veteran status; or any other category protected by federal, state, or local law. Violation of this policy will result in disciplinary action, up to and including immediate termination.

NO HARASSMENT

We do not tolerate the harassment of applicants, employees, customers, or vendors. Any form of harassment relating to an individual's race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; veteran status; or any other category protected by federal, state, or local law is a violation of this policy and will be treated as a disciplinary matter.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your immediate supervisor or one of the contacts listed below. At a minimum, the term "harassment" as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual's race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; veteran status; or any other category protected by federal, state, or local law
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual's race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; veteran status; or any other category protected by federal, state, or local law
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including contractor or subcontractor employees. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:

1. First, discuss any concern with your Supervisor.
2. If you are not satisfied after you talk with your Supervisor, or if you feel that you cannot talk to your Supervisor, you should discuss your concern with Human Resources.
3. If you are not satisfied after you have talked with Human Resources, or if you feel you cannot talk to Human Resources, you should speak to the President.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then will take prompt, appropriate remedial action. The Company will protect the confidentiality of employees reporting suspected violations of this or any other Company policy to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other Company policy are subject to discipline, up to and including immediate termination. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

PROBLEM-SOLVING PROCEDURE

Employees, please note: Due to the serious nature of harassment, discrimination, and retaliation, you must voice your concerns or complaints about such behavior to the individuals listed in the No Harassment Policy in this Handbook.

Most of us have had a question or problem concerning our job at one time or another. If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your question or solve your problem unless you tell us about it.

Our "Problem-Solving Procedure" offers all employees the freedom to discuss anything they wish with the Company. You should follow the procedure below if you believe that a Company policy may have been violated. Whenever you have a problem, it can usually be resolved by following these steps:

1. First, discuss any concern with your immediate supervisor. Very often, your supervisor is in the best position to handle your problem satisfactorily.
2. If you are not satisfied after you talk with your supervisor, or if you feel that you cannot talk to your supervisor, you should request to speak to Human Resources.
3. If you are not satisfied after you have talked with Human Resources, or if you feel you cannot talk to Human Resources, you should speak to the President.

If you feel that you cannot follow the steps in this procedure, you may go directly to Step 3 of this procedure, to Human Resources or the President. They are available for advice and assistance in solving your problem at any time.

After discussing the matter with you and conducting an appropriate investigation, we then will take prompt, appropriate remedial action. When you inform us of a concern or problem, we will try to answer you as soon as practical under the circumstances.

DRUG AND ALCOHOL POLICY

As a condition of consideration for initial and continued employment, the Company prohibits employees from reporting to work or performing their duties with any unlawful drugs or alcohol in their systems. Employees are also prohibited from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs or alcohol while at work, off site at training or meetings, on Company or customer property (including in personal vehicles onsite), during lunch or breaks, or in Company vehicles. Further, the Company prohibits all unlawful drug use, possession, or distribution, whether on or off duty — drugs and alcohol can stay in one's system and affect work later.

Although the proper use of medication is not prohibited, employees should consult with the employee's supervisor, when he or she is legitimately taking medication which he or she has reason to believe may affect safety or performance. Any prescription medication brought onto Company or customer property or taken aboard Company vehicles must be retained in its original container labeled with the names of the employee and the prescribing physician. No employee may take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

COMPANY BENEFITS

ELIGIBILITY

All full-time employees are eligible for company benefits. Benefits programs are subject to change, and the Company reserves the right to cancel some or all benefits programs without notice. If you have a question regarding benefits, contact Human Resources.

PAID HOLIDAYS

To best serve our customers, we often may be required to work on days near a holiday or sometimes on a holiday. Your manager will set your schedule in accordance with customer needs. Non-exempt employees will be paid one and one-half times your regular hourly rate of pay for all hours worked on a Company-observed holiday, in addition to your regular pay.

Regular, full-time employees enjoy paid holidays whenever the holiday falls on a regular workday. A holiday schedule will be announced each year identifying Company observed holidays.

PAID VACATION

Regular full-time and part-time employees are granted vacation time on January 1 of each year. Vacation time is granted based on employment status, job level and years of service with the Company (based on your service date or adjusted service date):

Service

3 months to 3 years

3 to 5 years

5 + years

Employees

2 weeks

3 weeks

4 weeks

To maintain proper personnel coverage, employees generally may not schedule two (2) weeks of back-to-back vacation.

All vacation time must be taken within one year after you become eligible for it and may not be carried forward to future years.

Vacations must be scheduled with and approved by your Department Manager at least two weeks prior to the vacation. Length of service prevails in scheduling vacation dates.

New Hires

Vacation time is earned based on an accrual method. New employees accrue vacation time from their hire date at a rate of 0.83 days per month until the end of the calendar year; however, eligibility to take the time is not permitted until the initial 90 day introductory period has ended.

Payment of Vacation

Upon termination, employees with more than twelve months service who provide a two-week written notice, will be paid a pro rated share of vacation time earned for the year, less any time already taken. If more vacation time has been taken than has been earned YTD, the extra vacation time taken will be deducted from the last payment due to the employee. Employees with less than twelve months service will not be eligible for any vacation payment upon termination of employment.

YOUR PAY

Employees are paid on the 15th and 30th of the month, which means there are 24 pay periods annually. The company requires 100% participation in the direct deposit benefit which deposits your check electronically to your bank account. This allows you to have easy access to your funds on payday. Any questions or concerns about your pay or deductions should be brought to the attention of Human Resources immediately.

HEALTH BENEFITS

Full-time employees are eligible for medical benefits. The Company contributes 50% of an employee's personal medical policy premium, subject to approval by Human Resources. It is the employee's responsibility to obtain the insurance and pay the premium, and the Company assumes no liability or responsibility for coverage maintenance or other issues that may arise between the you and your insurer. For more information about this program, contact Human Resources.

SHORT-TERM DISABILITY BENEFITS (STD)

Full-time employees are eligible for Short Term Disability Benefits (STD). The Company contributes 50% of an employee's personal STD policy premium, subject to approval by Human Resources. It is the employee's responsibility to obtain the insurance and pay the premium, and the Company assumes no liability or responsibility for coverage maintenance or other issues that may arise between the you and your insurer. For more information about this program, contact Human Resources.

LONG-TERM DISABILITY BENEFITS (LTD)

Full-time employees are eligible for Long Term Disability Benefits (LTD). The Company contributes 50% of an employee's personal LTD policy premium, subject to approval by Human Resources. It is the employee's responsibility to obtain the insurance and pay the premium, and the Company assumes no liability or responsibility for coverage maintenance or other issues that may arise between the you and your insurer. For more information about this program, contact Human Resources.

VOLUNTEER INCENTIVE PROGRAM

SecureUSA encourages volunteer work in the community through the Company's Volunteer Incentive Program. If you are an active, full-time employee with at least three months of service and have been active in volunteer work with an organization for at least one year, you may request a \$500 grant for that organization from the SecureUSA, Inc. Foundation. You may request one grant per calendar year. Contact Human Resources for more details.

ADOPTION ASSISTANCE

Full-time employees with six months of service are eligible for reimbursement of 80% of eligible expenses, up to a maximum benefit of \$3,000, related to the adoption of a child legally placed in your home. Eligible expenses include legal and court fees; public and private agency fees; foreign adoption fees; and temporary foster care. The following expenses are not eligible for reimbursement: expenses to adopt a person 18 years of age or older; costs when the adopting parent is the natural or step-parent, grandparent, step-grandparent, or any other relative of the child being adopted; and costs associated with legal guardianship. For more information, contact Human Resources.

TUITION ASSISTANCE

SecureUSA is committed to assisting eligible employees in the development of their career potential. Full-time employees with six months of service, satisfactory job performance are eligible for tuition assistance. Reimbursement is provided for classes at an accredited institution in which you receive at least a B average. All courses and degree programs are subject to final approval by the President, and written approval must be obtained before starting the course. The maximum tuition reimbursement is \$5,250 per year, and reimbursement is available for tuition expenses only. For more information, contact Human Resources.

REASONABLE ACCOMMODATIONS/MODIFIED JOB DUTIES

To assist our employees who are or become disabled and those employees who suffer on-the-job injuries, we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Consistent with this policy, we may modify job duties to comply with medical requirements or restrictions. Other accommodations, such as transfer to a vacant position for which the employee is qualified, may be appropriate, depending upon specific facts and circumstances of individual situations.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company we would be unable to make the particular accommodation. Similarly, where placing an individual in a position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place the employee in a particular position.

If you need to request a reasonable accommodation because of a disability or on-the-job injury, please follow the procedure set forth in our "Problem-Solving Procedure." We will discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you.

SOCIAL SECURITY INSURANCE

Pursuant to the Federal Insurance Contributions Act, better known as the Social Security Act, the Company deducts a percentage of your pay, matches it with an equal amount from the Company, and sends it to the government to be deposited in your Social Security account. If you are not familiar with the retirement and disability benefits provided under Social Security, check with your local Social Security office for a more complete explanation.

WORKERS' COMPENSATION

Workers' Compensation is required by State law and is paid entirely by the Company. Workers' Compensation protects you in the event of occupational injury or sickness. **You must** report immediately any on the job accident, no matter how small, to your supervisor or Human Resources. Where medical care is required for on the job injuries, employees initially must go to one of the designated medical facilities.

BEREAVEMENT LEAVE

If there is a death in your family, you may be eligible for paid bereavement leave. Up to five consecutive business days of paid bereavement leave is allowed for the death of a member of your immediate family. One day of paid bereavement leave is allowed for the death of an extended family member. The HR director may approve additional paid or unpaid time off. Paid bereavement leave is available to employees after six months of service.

- Immediate family –The employee's spouse, or the parent, child, or sibling of the employee or his spouse.
- Extended family – The employee's grandparent, grandchild, aunt, uncle, niece or nephew.

MEDICAL AND MATERNITY LEAVE

Qualifying Event – Under FMLA, there are only four qualifying events - - [1] birth and care of the employee's newborn child; [2] placement of a child with the employee for adoption, or by the State for foster care; [3] to care for the employee's spouse, child or parent with a serious health condition [this does not include in-laws]; and [4] the employee's own serious health condition that prevents him or her from performing the essential functions of the job, including workers' compensation leaves.

Amount and Timing of Leave – Eligible employees may take up to 12 weeks of leave during a rolling twelve month period. The twelve month period is determined by measuring backward from the date an employee takes any FMLA leave. If the leave is for birth, adoption or foster placement of a child with the employee, the leave must be taken within 12 months of the birth or placement. If the leave involves a serious health condition, it can be taken on an intermittent or reduced schedule basis if medically necessary, however, the employee may be temporarily transferred to another position that better accommodates the need for leave.

Employee Notice – If the reason for FMLA leave is foreseeable [such as planned surgeries or normal births], you must give 30 days notice. If the need for leave is unexpected [such as a serious injury in a car accident or a premature birth], you must notify the company as soon as possible and, in no event, more than two days after knowing of the need for leave. If the reason for leave involves a serious health condition, a Certification of Health Care Provider form must be completed by your physician and returned to HR within 15 calendar days.

Pay and Benefits During Leave –FMLA is usually unpaid, but you may use earned but unused paid time off, such as vacation or compensation days during the absence. In addition, the Company will pay the employee for six weeks according to your hire date as outlined below:

0-1 years of service – no pay

1-5 years of service – ½ pay

5+ years – full pay

Employees who qualify for short term disability [STD], long term disability [LTD] or both will receive pay in accordance with the terms of the plan. Employees who qualify for workers' compensation benefits will receive pay continuation according the requirements of state law and our insurance plan in the state of Georgia, Virginia or New York.

Return to Work – You should notify HR of your intent to return to work, two weeks prior to the anticipated date of return, or of any medically necessary changes in the date of return. If the leave was due to your serious health condition, we will require a "fitness for duty" certification from your health care provider, verifying your ability to return to work, with or without restrictions. If you return to work on or before the expiration of available FMLA leave, you will normally be returned to your former position or an equivalent job. If, however, you do not return prior to the expiration of FMLA leave, there is no guarantee of reinstatement. An absence for FMLA leave is not an "occurrence" for purposes of our attendance policy. If you are medically released to return to work and fail to either report to work or call in with a satisfactory explanation, the company will treat this as a voluntary resignation.

CIVIC RESPONSIBILITIES

We encourage each of our employees to accept his or her civic responsibilities. As a good corporate citizen, we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so we can plan the department's work with as little disruption as possible. While on jury duty, the Company will pay hourly employees at their regular hourly rate, less the amount received from jury duty.

Employees with jury duty must provide their supervisor with a copy of the subpoena. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you are subpoenaed to appear as a witness, please notify your supervisor immediately so we can plan the department's work with as little disruption as possible. We do not pay employees who are subpoenaed to appear as witnesses.

Employees with witness duty must provide their supervisor with a copy of the subpoena. Employees who are released from witness service before the end of their regularly scheduled shift are expected to call their supervisor as soon as possible and report to work if requested.

Voting: Although polls are open most of the day, we realize that in some instances our employees are required to work overtime and may find that these hours are insufficient to get to the polls. If you have a problem in this regard, please let your supervisor know so that we can make arrangements for you to have the necessary time to get to the polls.

Volunteer Projects: You are encouraged to volunteer for local community events that are designed to help the needy and/or underprivileged in our area. Any company approved involvement during working hours will be compensated at normal salary rates.

PERSONAL LEAVE

Personal leaves may be granted, at the discretion of your manager and with the approval of the HR Director, for a maximum of 30 days. Employees who take such leave are not guaranteed to be returned to work or reinstatement to a particular job, rate of pay or shift at the end of their leave. However, the Company will attempt to return employees to their regular position if it is available. Employees must have at least one year of service to be eligible for a personal leave. Requests for personal leave should be submitted in writing to your manager, and decisions will be based on staffing and business needs. Employees taking a personal leave will be required to

use any available vacation time during the leave. While on personal unpaid leave, you may be responsible for the entire cost of your benefits. Personal leave cannot be carried forward to future years.

Employees on leave may be subject to discipline, up to and including immediate termination for:

1. failure to return to work within 30 days of the beginning of a leave;
2. providing false or misleading information or omitting certain information in connection with a leave;
3. violation of any of the Company's rules and regulations relating to a leave (or any other policy or performance standard); or
4. engaging in outside employment during leave.

MILITARY LEAVE OF ABSENCE

The Company allows employees who require time off from work to fulfill military duties to meet those commitments.

Employees with such commitments are expected to notify their immediate supervisor and to provide the Company with a copy of the orders as soon as possible. We ask that you be sensitive to the Company's needs when scheduling military duty or training.

SICK LEAVE

Employees hired after January 1 are granted sick days on a prorated basis. The number of days received will depend upon your hire date. The following schedule determines the amount of sick leave you will receive during your first year of employment if you are working 40 hours per week:

Hire date	Number of sick days/hours
January 1-March 31	5/ (40 hours)
April 1-June 30	4/(32 hours)
July 1-September 30	3/(24 hours)
October 1-December 31	2/(16 hours)

Time allowed for sick leave with pay does not accumulate or carry over into the next calendar year. Likewise, unused sick leave is not paid at termination.

Sick time will be paid only in the event of employee illness, family emergency, or death of yourself, your spouse, your child, or your parent. An employee must notify his or her supervisor of the absence as soon as possible and keep the supervisor advised of the expected time of return to work. A physician's certificate may be required to substantiate periods of absence.

STATE LEAVE LAWS

Where a particular state gives employees additional leave rights, we will comply with those laws.

COMPANY POLICIES AND PROCEDURES

This section of our Handbook discusses your responsibilities as an employee to the Company. Please thoroughly familiarize yourself with these policies and apply them in your work. Compliance with these policies will help ensure a more efficient, productive, and pleasant atmosphere for you, your co-workers, our customers, and suppliers.

EMPLOYEE STATUS

According to state law, all employees are employed "at-will," which means that they can be terminated at any time, with or without cause and with or without advance notice. This "at-will" relationship only can be changed in a written document signed by the Company's President.

Regular full-time employees are employees who normally are scheduled to work thirty (30) hours or more per week.

Temporary full-time employees are employees who normally are scheduled to work thirty (30) or more hours per week but are only employed on a short-term, temporary, or special project basis.

Regular part-time employees are employees who normally are scheduled to work fewer than thirty (30) hours each week on a consistent basis.

Regular full-time employees are eligible for benefits as outlined in the following pages, subject to certain other requirements which may be described in individual policies.

All other employees, including "temporary full-time employees," "regular part-time employees" and "independent contractors" are not eligible for all benefits.

For the purposes of paid and unpaid leave, insurance, and certain other benefits, eligibility requirements may be different. If so, plan documents or applicable law will control eligibility.

If you have any questions concerning your status or the benefits for which you qualify, please ask your supervisor or contact Human Resources.

INTRODUCTORY PERIOD

For every new employee, the introductory period of employment is a trial period for both you and the Company. During this time, you are able to learn about the Company, your job, and your new surroundings. At the same time, your supervisor will assist you in learning your job. The introductory period is the first ninety (90) days of employment.

During the introductory period, the Company will review your job performance, attendance, attitude, overall interest in your job, among other factors, and make a decision concerning your continued employment. After you complete your introductory period, the Company will continue to periodically review your overall job performance. Completion of the introductory period does not change your at-will employment status.

If you are absent from work for more than three (3) days during your introductory period, the Company may choose to extend your introductory period as necessary to give you an opportunity to demonstrate your ability to do the job.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Federal Immigration Reform and Control Act of 1986 requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is not either a citizen or an alien who has the legal right to be employed in the United States. All employees will be required to complete Form I-9 and provide current documentation from time to time, as required by federal law.

WORK SCHEDULE

Your supervisor will set your schedule in accordance with the Company's business needs and your schedule is subject to change at anytime.

Lunch and break times are set by your supervisor and may be varied to meet business and customer needs. Generally, employees will have a meal period, which is deducted from hours worked, and break period, which is not deducted from hours worked. Employees are prohibited from leaving Company premises on break or during working time.

ABSENTEEISM AND TARDINESS

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our customers' needs. **Therefore, any absenteeism or tardiness can result in discipline up to and including immediate termination.**

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. **Failure to notify your immediate supervisor may result in immediate termination.**

Failure to report to work for three (3) consecutive scheduled working days without notifying the Company may result in automatic termination.

When your absence is due to illness, the Company may require you to provide appropriate medical documentation.

BASIC WORK RULES

This Company has certain policies and rules to govern the conduct and performance of our employees. Our most important rule is to use "good sense" at all times. We also have established some other basic work rules that should not be violated. **Violation of these or similar rules may result in discipline up to and including immediate termination.**

Absenteeism or Tardiness: When an employee fails to report to work as scheduled, it makes it more difficult for us to serve our customers. Every employee plays an important role in our operation, and his or her absence or tardiness places an unnecessary burden on fellow employees. Employees are expected to report to work on time as scheduled, to limit breaks to the time allowed, and to stay on the job until the end of his or her scheduled work day.

Breach of Confidence or Security: Because of the nature of our work, we cannot tolerate any breaches of our security measures or of our confidential business relationships.

Company Premises: You are allowed on Company premises only during your scheduled work hours, unless otherwise authorized by your supervisor.

Conflict of Interest: We prohibit employees from transacting any business that competes with the Company. If you think that you may have such a conflict, you must notify your supervisor immediately.

Damage to Property: We have made a tremendous investment in our facilities and equipment to better serve our customers and to make your job easier. Deliberate, reckless, or careless damage to the Company's property or our customers' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.

Discourtesy or Disrespect: We expect all employees to be courteous, polite, and friendly to our customers and vendors, and to their fellow employees. No one should use profanity or show disrespect to a customer or co-worker, or engage in any activity which could harm our Company's reputation.

Fighting, Threats, or Weapons: We do not allow fighting, threatening words or conduct, loud or abusive language, or any other actions that could injure a customer, fellow employee, or member of the public, regardless of where such words or actions occur. We also do not allow the possession of weapons of any kind on Company premises.

Fraud, Dishonesty or False Statements: No employee or applicant may falsify or make any misrepresentations on or about any application, resume, document establishing identity or work status, medical record, insurance form, invoice, paperwork, time sheet, time card, or any other document. If you observe such a violation, please report it to your supervisor or Human Resources immediately.

Gambling: Employees may not engage in any form of gambling on Company premises.

Gifts or Gratuities: Employees may not accept any gift or gratuity of any kind from a customer or supplier without the express authorization of the President.

Harassment: Our No Harassment Policy, which we have set forth in detail in this handbook, strictly prohibits harassment based on race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; veteran status; or any other category protected by federal, state, or local law.

Injuries and Accidents: Every injury, no matter how slight, must be immediately reported to your supervisor for first aid treatment or medical care. If you have a job-related injury/accident, you must see a Company doctor. We may require that you present a doctor's release before returning to work.

Insubordination: We all have duties to perform and everyone, including your supervisor, must follow directions from someone. Employees must not refuse to follow the directions of a supervisor or member of management.

Misuse of Property: Employees may not misuse or use without authorization any equipment, vehicle, or other property of customers, vendors, other employees, or the Company.

Poor Performance: We expect all employees to make every effort to learn their job and to perform at a satisfactory level. Employees who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination.

Sleeping or Inattention: To protect the safety of all employees and to properly serve our customers, everyone needs to be fully alert while on the job. We cannot tolerate sleeping or inattention on the job.

Solicitation or Distribution: We prohibit solicitation by an employee of another employee during the working time of either employee for any reason. Distribution of advertising materials, handbills, or other literature is prohibited in all working areas at all times. We also prohibit solicitation and distribution by non-employees on Company premises at all times.

Substance Abuse: We will not tolerate substance abuse. **Employees who test positive for the presence of drugs or alcohol are subject to discipline, up to and including immediate termination.**

Theft: Our society has laws against theft and so do we. Stealing or attempting to steal Company property or property belonging to others is strictly prohibited. To protect you, your co-workers, and the Company, we reserve the right to inspect all purses, briefcases, packages, lockers, tool boxes, desks, cabinets, vehicles, and any other containers or items on Company property. If you wish to remove any Company property from the premises, you must obtain written permission in advance from your supervisor.

Unlawful Activity: Employees should not engage in any unlawful or unethical activity, including, but not limited to activity either on Company property, a job site, or off the job, since such activity can adversely affect the Company's reputation.

Unsafe Work Practices: We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries and, therefore, are prohibited.

Violation of these or similar rules may lead to discipline, up to and including immediate termination.

Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined or terminated. If you have any questions about these rules, or what we expect of our employees, please discuss them with your supervisor or Human Resources.

COMPLIANCE WITH APPLICABLE LAWS

The Company intends to comply with all applicable state and federal laws, including but not limited to those relating to medical, family or military leave; equal opportunity; environmental regulations and laws; safety; health; and laws regarding any other terms and conditions of employment. Similarly, we expect our employees to comply with all laws that apply to their jobs as a condition of their continued employment.

JOB RESPONSIBILITIES

To best serve our customers, we expect and require our employees to do a variety of tasks from day to day. Where possible, we attempt to cross-train our employees so that they can perform as many tasks as possible. This practice allows us to achieve maximum efficiency, as well as providing better job security for our employees.

Whenever customer service needs require us to assign employees to a new task, either temporarily or permanently, we will provide additional safety training, if necessary.

From time to time, we may publish lists of tasks to be performed by employees as part of their jobs. These lists are only guidelines intended to facilitate communications with employees and they should not be viewed as an exhaustive listing of a particular employee's job requirements.

All of our employees are responsible for compliance with the various federal, state, or local laws that apply to and regulate their job duties.

OUTSIDE EMPLOYMENT

The Company considers other employment or "moonlighting" impractical given an employee's full-time duties here. An employee should be careful that extra hours of work do not affect the safe performance of his or her regular job by leaving him or her tired and slow to react. All employees must notify their supervisor of any second job or outside employment.

OVERTIME

The Company may periodically schedule overtime or weekend work to meet our business needs. We will attempt to give employees advance notice, if possible. We expect that all employees who are scheduled to work overtime or who are called out to work on a special

project will be at work unless specifically excused by their supervisor. Failure to report for scheduled overtime work may result in discipline, up to and including immediate termination.

We only pay overtime to non-exempt employees. All hours worked in excess of forty (40) hours per work week are overtime hours. All employees must have overtime approved by the appropriate supervisor. For purposes of calculating overtime, only actual hours of work will be considered. Paid time off is not considered for purposes of calculating overtime.

TIMEKEEPING PROCEDURES

Unless otherwise notified, each employee is required to record his or her hours of work for the Company. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You will be informed on your first day on the job whether you are required to keep your time by a time sheet, or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting work in the morning.
- Immediately after finishing work before lunch.
- Immediately before resuming work after lunch.
- Immediately after finishing work in the evening.
- Immediately before and after any other time away from work

Additionally, when applicable, employees must record any other non-working time (after breaks) such as time away from the Company for errands, doctor appointments, etc.

Any changes or corrections to your time sheet must be initialed by you and your supervisor. Under no circumstances may any employee record another employee's time sheet or ask another employee to record his or her time sheet. Recording another employee's time sheet may result in discipline, up to and including immediate termination.

BUSINESS RECORDS

The Company and our employees maintain various types of written and electronic records related to the Company's business. All such records maintained on the Company's premises and in the Company's systems are considered to be Company property and, thus, are subject to review or inspection by the Company, its employees, or agents at any time without further advance notice. For these and other reasons, please do not use our computer systems or other business systems for personal matters or matters that are not related to the Company's business.

CHANGES IN PERSONNEL RECORDS

To keep your personnel records up to date, to ensure that the Company has the ability to contact employees, and to ensure that the appropriate benefits are available, employees must notify the Company promptly of any change of name, address, phone number, marital status, number of dependents, or other applicable information.

CONFIDENTIAL INFORMATION

Employees may, by virtue of their employment with the Company, obtain access to sensitive, confidential, restricted and proprietary information about the Company not generally known or made available to the public or competitors and which the Company has made reasonable efforts to keep confidential, including but not limited to financial records, customer or vendor records and files, referral or mailing lists, credit card numbers and similar information whether stored electronically or as documents.

Such confidential information shall be used solely by employees in the performance of their job duties for the Company and shall not be used in any other manner whatsoever during their employment. Employees shall not without the prior written consent of the Company use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment. Such confidential information is the exclusive property of the Company and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.

Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate discharge, prosecution, or other available action.

Upon termination of employment, employees must deliver to the Company any and all confidential information whether stored electronically or as a document, including but not limited to all copies of such documents prepared or produced in connection with their employment with the Company that pertain to the Company's business or the employee's services for the Company, whether made or compiled by the employee or furnished to the employee in connection with such services to the Company. In addition, at termination, employees must return to the Company all of the Company's non-confidential property, documents, or electronic information.

This policy does not limit the common law and statutory rights of the Company.

CONTACT WITH GOVERNMENTAL AGENCIES

Anyone who is contacted by a representative of a governmental agency or unit, including a process server, should not accept any document on behalf of the Company and should not answer any questions on behalf of the Company. The government representative should instead be referred to the Company's President. The purpose of this policy is to ensure that Company management receives all information pertaining to the Company at the earliest date possible so it may fulfill any obligation imposed upon it by law or regulation. This policy is not designed to prohibit an individual's cooperation with a government investigation.

ELECTRONIC COMMUNICATIONS

This policy contains guidelines for the use, access, monitoring and disclosure of Electronic Communications used, created, sent, received, transmitted, or stored (collectively referred to as "use" or "used") by employees using any Company-provided communication system or equipment and employee-provided systems or equipment used either in the workplace or during working time. "Electronic Communications" include, among other things, messages, images or any other information contained in e-mail, voice mail, fax machines, computers, personal digital assistants, pagers, telephones, cellular and mobile phones, Intranet, or Internet. (In the remainder of this policy, all of these communication devices are collectively referred to as "Systems.")

Acceptable Uses of Our Systems: Employees may use Our Systems to communicate internally with co-workers or externally with customers, suppliers, vendors, advisors, and other business acquaintances for business purposes. The Company provides employees with access to our Systems to facilitate these business communications and to enhance productivity.

Management's Right to Access Electronic Communications: All Electronic Communications contained in Company Systems are Company records. Although each employee may have an individual password to access these Systems, the Systems belong to the Company and the contents of the Systems and Electronic Communications conducted on the Systems are accessible by the Company at all times for any business purpose. These Systems will be subject to periodic unannounced inspections and should be treated like other shared filing systems. The contents of our Systems will also be monitored by and disclosed to the Company without further notice to employees. Thus, employees should not assume that Electronic Communications are confidential or private. Back-up copies of Electronic Communications in our Systems also will be maintained and referenced.

The Company's right to use, access, monitor and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used either in the workplace or during working time.

Personal Use of Our Systems: The Company provides Systems to assist employees in the performance of their jobs. The Company reserves the right and employees agree to permit the Company to use, access, monitor and disclose all Electronic Communications on our Systems without regard to content. Since employees' personal communications and information can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want discussed with or known to third parties. For example, employees should not use the Systems for gossip; personal information about themselves or others; for forwarding messages under circumstances likely to embarrass themselves or others; or for emotional responses to business correspondence or work situations. Employees also should not use these Systems for such purposes as soliciting for commercial ventures, personal causes, outside organizations, or other similar, non-job-related situations.

Although incidental and occasional personal use of our systems that does not interfere or conflict with the Company's business is permitted, personal communications in our Systems are treated the same as all other Electronic Communications, and will be used, accessed, monitored, and disclosed by the Company at any time without further notice.

Employees may not install any software on any Company-provided System or copy software from any Company-provided System without the prior written permission from management. Involving management ensures that the Company can manage the software on its Systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law. The unauthorized copying or use of computer software exposes the Company and individual employees to substantial fines and/or imprisonment.

Forbidden Uses of Our Systems: Employees may not use our Systems in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Company policies. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of forbidden transmissions include, among other things, sexually-explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of our No Harassment policy.

In addition, employees may not use our Systems:

- to carry any defamatory, discriminatory or obscene material;

- in a manner that violates the terms of any telecommunications license or any laws governing transborder data flow including but not limited to laws dealing with data collection, protection, privacy, confidentiality and security;

in connection with any attempt to penetrate computer or network security of any Company or other system, or to gain unauthorized access or attempted access to any other person's Electronic Communications systems or equipment;

in connection with any infringement of another person's intellectual property rights, including but not limited to copyrights; and,

in connection with the violation or attempted violation of any law.

Electronic Forgery: Electronic forgery is defined as misrepresenting, disguising, or concealing your identity or another's identity in any way while using Electronic Communications; making changes to Electronic Communications without clearly indicating that you have made such changes; or using another person's account without prior written approval of the account owner and without identifying that you are the author. Electronic forgery is not allowed for any purposes.

Intellectual Property Rights: Employees must always respect copyrights and trademarks of third parties and their ownership claims in images, text, video and audio material, software, information, and inventions. Employees should not copy, use, or transfer proprietary materials of the Company or others without appropriate authorization. Downloaded software and other copyrighted material may be subject to licensing obligations or restrictions. Even when software is labeled "freeware" or "shareware" there may be retained licensing restrictions that prohibit or limit the usage or commercialization of such items. If questions arise in this regard, contact Human Resources. The Company will cooperate with the copyright holder and legal officials in all copyright matters.

System Integrity, Security, and Encryption: All Systems passwords and encryption keys must be available to the Company and employees may not use passwords that are unknown to the Company. Employees may not install password or encryption programs without the written permission of management and without turning over encryption keys to their supervisor. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees to gain access to the other employee's messages, information, or communications.

Consequences of Violations of the Company's Electronic Communications Policy: Violations of this Policy may result in disciplinary action up to and including **immediate termination of an employee's employment, as well as possible civil liabilities or criminal prosecution.** Where the Company deems it appropriate, we may advise legal officials or other appropriate third parties of any illegal violations. The Company will cooperate in investigations conducted by legal officials or appropriate third parties. We will not, of course, retaliate against anyone who reports violations or assists with our investigation of possible violations of this policy.

INSPECTION OF WORK AREA

Employees are reminded that permission to bring items, such as bags, onto Company property is conditioned on agreeing to inspection by the Company on request. Therefore, the Company may search, without further advance notice, desks, cabinets, tool boxes, vehicles, including personal vehicles brought onto Company property, bags, or any other property on the Company premises or in Company vehicles.

NO WEAPONS

The Company prohibits employees and all other persons (other than law enforcement and authorized security personnel) from bringing firearms, ammunition, explosives, or other weapons of any kind onto Company property at any time. Likewise, no employee should possess any firearm, explosive, or other weapon at any time while performing any work for the Company. Although the Company retains the right to determine the scope of this policy and the terms contained in it, "possess" as used in this policy generally means to have on your person, in your vehicle or the vehicle assigned to you, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, toolboxes, lockers, etc.), while on Company premises or while you are at work for the Company. If you have a question about whether a particular item could be considered a "weapon," you should consult with your supervisor immediately.

Any violation of this policy may subject an employee to discipline, up to and including immediate termination. If you have any questions concerning the application of this policy, you should consult your supervisor immediately.

REPORTING OF ACCIDENTS AND HAZARDS

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported immediately to your supervisor. Only through a full knowledge of accidents can the Company become a safer, healthier place to work for everyone.

Immediately report any unsafe conditions, defective tools or equipment, or other hazards to your supervisor. Each employee is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind, and requires constant vigilance and common sense. Safety is everyone's responsibility.

SAFETY

The health and well-being of our employees are foremost among our concerns. You must follow common-sense safety practices and to correct or report any unsafe condition, or defective or malfunctioning tool or equipment to your supervisor. All employees must cooperate with the Company in maintaining safe working conditions. Safety is first at SecureUSA.

You must report ALL accidents -- including those which do not involve serious injury and those involving customers -- to your supervisor. It is only through full knowledge of every accident that the Company can remain a safe and healthy place for everyone to work.

All employees are required to adhere completely to all Company and OSHA safety requirements, as well as state and federal laws and insurance company requirements. Failure to comply with safety requirements will result in discipline, up to and including immediate termination.

Basic rules include:

1. Do not remove guards or other safety devices, except pursuant to proper maintenance and repair guidelines — never operate equipment without required grounding.
2. Promptly report all hazardous conditions, broken equipment, or unsafe practices to your supervisor.
3. Wear a seat belt when in a Company vehicles.
4. Follow all safety rules.
5. Use personal protective equipment (PPE) when required.
6. Report all accidents immediately to your supervisor.
7. Refrain from horseplay and practical jokes.
8. Follow lock out - tag out rules.
9. Adhere to OSHA rules covering operating equipment.

SEVERE WEATHER

Normal weather should not affect Company operations. However, under extreme weather conditions, you may not be able to report to work or the Company may close an operation.

In the event of severe weather, you should make every effort to report to work unless your personal safety or the safety of the your family is at risk. If you are not able to report to work, you must follow the normal "call-in" procedures to report your absence. If you make every effort to safely report to work and notify your supervisor of your absence according to the normal "call-in" procedures, your absence will be excused. Failure to properly report an absence will result in an unexcused absence and may result in disciplinary action. Hourly employees are not paid for absences caused by severe weather but may utilize any earned but unused paid time off.

In the rare circumstance of extreme weather or natural disaster, the Company may close. If the Company closes, we will attempt to notify you of the closure by any available means such as radio and television announcements, voice mail, and/or personal phone calls.

USE OF COMPANY PROPERTY AND EQUIPMENT

Employees are expected to learn and follow all operating instructions, perform preventive maintenance, where applicable, and observe all safety practices. If you're unsure about the proper operation or maintenance of the Company's property or equipment, ask your supervisor. Property and equipment that appears damaged, defective, unsafe, or in need of repair should be reported promptly to your supervisor.

Employees causing damage to the Company's property and equipment may be subject to disciplinary action up to and including immediate termination. This includes loss or damage due to carelessness, negligence, improper use, or unsafe practices. Monetary reimbursement to the Company may also be required if applicable.

VEHICLE AND DRIVING REQUIREMENTS

Only authorized employees may use Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately and may be responsible for paying for some or all of the repair costs, to be determined in the Company's sole discretion.

Likewise, if an employee receives a citation for any violation while operating a Company vehicle or a personal vehicle while on Company business, the employee is responsible for paying any fine or penalty incurred and may be subject to discipline, up to and including immediate termination. All such violations or citations must be reported to your immediate supervisor immediately. Failure to immediately report a violation or citation may result in discipline, up to and including immediate termination.

Drinking alcoholic beverages, or otherwise violating the drug and alcohol policy is prohibited in a Company-owned vehicle or in a personal vehicle while on Company business. Violation of this rule may result in disciplinary action, up to and including immediate termination.

Unacceptable Driving Records: For employees who drive vehicles in the course of their duties, an accident, a citation for D.U.I., D.W.I., or any other serious driving violation or citation (**even those occurring off-duty**) may create an unacceptable driving record. An unacceptable driving record may result in an employee not being allowed to drive a Company vehicle or other discipline, up to and including immediate termination.

Seatbelts: All employees must wear a seatbelt while driving or riding in any vehicle, either personal or Company-owned, while going to or from work, and at all times while

performing Company business. Furthermore, the Company encourages all of its employees to wear seatbelts at all times, as required by state law.

Use of Cellular Telephones While Driving: For safety reasons, employees may not talk company business on their cellular telephones while driving.

Motor Vehicle Record Checks: For employees who drive vehicles in the course of their duties, we will check motor vehicle records ("MVR") of all applicants prior to making them offers of employment and of all current employees at least two (2) times each year. As part of the hiring process, applicants will be required to sign a written consent form allowing the Company to check their MVR **at any time** prior to or during their employment. All employees who drive in the course of their duties must have a valid driver's license for the state in which the employee resides. If an employee's license is misplaced or revoked, the employee must notify his or her supervisor immediately.

Reporting of Traffic Incidents: Employees who drive either personal or Company vehicles in the course of their duties must report in writing to their supervisor any citation, D.U.I., D.W.I., violation or accident ("incidents") that occur at any time after beginning employment with the Company. Failure to report such incidents within forty-eight (48) hours of occurrence (i.e., accident or receipt of citation, not conviction on the charges) may result in discipline, up to and including immediate termination.

Federal Motor Carrier Safety Requirements (FMCSR's) for Designated Truck Drivers:

Some truck drivers must undergo a DOT physical and obtain a commercial driver's license prior to driving trucks. DOT drivers must maintain their commercial driver's license. Additionally, delivery vehicles can never be used to carry passengers.

WORKPLACE CHEMICALS

The Company maintains a Hazard Communication Program which includes lists of all chemicals with which you work which may in any way be hazardous. We also maintain copies of Material Safety Data Sheets (MSDSs) on each chemical, which explain how to safely work with that chemical, and a written description of our program. We will provide training before you are assigned to work with or be exposed to a chemical that OSHA has declared "hazardous" in any way. Before you start a job using chemicals, you should always read container labels or consult with your supervisor about the MSDS, including what, if any safety equipment you should use. You should evaluate any unusual or non-routine task for chemical hazards and approach your supervisor or manager if necessary. Immediately notify your supervisor of any chemical containers which are leaking, are unlabeled, or where you are uncertain of how to dispose of a chemical.

If you buy new chemicals, always obtain a copy of the MSDS and give it to your supervisor before you use the chemical.

Copies of our Hazard Communication materials may be obtained from your supervisor.

WORKPLACE SECURITY

To provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and others with whom we do business, the Company will not tolerate any violent acts or even threats of violence.

On Company premises: Any employee who commits or threatens to commit any violent act against any person while on Company premises will be subject to immediate termination. The Company premises includes our roadways and parking lots.

Off Company premises: Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person will be subject to immediate termination. Even when off the premises and not involved in Company business, an employee who commits or threatens to commit a violent act against another person will be subject to immediate termination, if that threat or violence could adversely affect the Company or its reputation in the community.

Reporting/investigation procedure: Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, should immediately notify his or her supervisor or someone else in management. Employees are urged to take all threats seriously. Reports of threats or violence will be carefully investigated; employee confidentiality will be maintained to the fullest extent possible; and, when necessary, appropriate action taken to insure the continued safety of our employees and the public.

VISITORS

If you have a visitor at work, it is your responsibility to escort your visitor at all times on Company property. During non-office hours, restricted access to our buildings is even more essential due to the nature of our business.

CORPORATE CREDIT CARDS

Your position with SecureUSA may require that you have a corporate credit card for business expenses. It is your responsibility to verify credit card charges and to ensure that the card account is current and all charges and credits are accurate. It is important that expense reports be submitted in a timely manner. Late and delinquent fees will be paid by the employee. Corporate cards may not be used for personal charges. Cash advances for personal or business purposes may not be obtained from a corporate credit card.

PERSONAL APPEARANCE

Our Company's professional atmosphere is maintained, in part, by the image we present to our customers and vendors. We expect all employees to present a neat, well-groomed appearance and a courteous disposition. These qualities go further than any other factors in making a favorable impression on the public and your fellow workers.

You should avoid extremes in dress. Flashy, skimpy or revealing clothing is unacceptable. Employees should dress in a businesslike manner. Jeans are permissible as long as they are laundered and appropriate for a business environment. Tank tops, beachwear, "leggings," t-shirts (except those with a Company logo), miniskirts (more than 3" above the knee), "hot pants," short tops, halter tops, backless dresses are **NOT ACCEPTABLE** attire.

The Company's professional image can be tarnished because of customers' negative reactions to body piercing such as nose rings, eyebrow rings and tongue piercing. Such body piercing also creates certain safety hazards in the workplace. For these reasons, we do not allow employees to display this kind of jewelry, and men are not allowed to wear earrings at work.

The Company's professional image can also be adversely affected by an employee's display of significant, visible body tattoos. For this reason, we do not allow any employee in contact with our customers and/or vendors to have significant, visible tattoos on their skin.

Good personal hygiene is also important in terms of our customers' favorable opinion and in terms of your respect for your fellow employees. Accordingly, employees are expected to come to work in a clean condition.

Employees provided with Company uniforms should also keep them in neat and clean condition. Employees provided with Company uniforms must wear them at all times when on duty.

Employees are expected to observe our Personal Appearance Policy at all times while at work. Employees who report to work in unacceptable attire or appearance may be requested to leave work and return in acceptable attire or appearance. Such time away from work will be without pay for non-exempt employees.

Managers are responsible for insuring that employees project a professional image and adhere to our Personal Appearance Policy.

WORK AREA APPEARANCE

We expect employees to maintain their work areas in a neat, professional, and acceptable manner. Each employee is expected to maintain the area in which he or she is working, and all employees are expected to maintain the common areas.

KEYS

Employees who need keys to the office, locked cabinets or other secured storage or equipment will be issued those keys by a supervisor. Keys must be safeguarded and must be returned if employment is terminated.

We prohibit making duplicate sets of keys or letting someone borrow a key assigned to you for any reason. In the event you lose a key, immediately notify your supervisor. If the loss of a key results in the lock being re-keyed, you may be asked to pay the cost.

NO DATING

Romantic or sexual liaisons that develop among employees in the workplace may be potentially disruptive to our business. The Company will intervene and discuss the romantic or sexual liaisons with involved employees. We may also take remedial measures, up to and including transfer or immediate termination, when the Company decides that such action is in the Company's best interests.

Managers or supervisors are expressly prohibited from dating or becoming similarly involved with any non-management employee within their sphere of responsibility. In the event the Company becomes aware of such a relationship, the supervisor or manager involved will be subject to immediate termination.

PERSONAL TELEPHONE CALLS AND PERSONAL VISITS

We have a limited number of telephone lines, and we must keep these lines open for customer calls. Therefore, we ask our employees to refrain from making or receiving personal calls, except for emergencies.

All visitors on Company property are required to follow Company rules. Any visitor who refuses to obey these rules will not be allowed to return. Visits by friends or relatives can be disturbing to our operations. We strongly discourage such visits during work hours.

PERSONAL MAIL

All mail delivered to the Company is presumed to be related to our business and will be opened by the office and routed to your department. If you do not want your mail handled in this manner, please have it delivered to your home or post office box.

TOBACCO AND SMOKING

All offices of SecureUSA are smoke-free workplaces. The Company's "No Smoking" policy prohibits the use of all tobacco products in the workplace. This prohibition extends to all offices, hallways, conference rooms, restrooms, lobbies and all interior community areas over which the company has control, including company-rented or company-owned houses or apartments. This policy applies to employees, clients, contractors, and visitors. Employees who violate this policy may be subject to disciplinary action.

Smoking is prohibited by law in any area where paint or other flammable materials may be present.

EXIT INTERVIEW

Any employee leaving the Company may be required to attend an exit interview conducted by Human Resources. The purpose of the interview is to determine the reasons for leaving and to resolve any questions of compensation, insurance continuation, return of Company property, or other related matters.

NOTICE OF RESIGNATION

In the event you choose to resign from your position, we ask that you give us at least two (2) weeks notice. Your final paycheck may be held until you return all Company property in your possession or for which you are responsible.

TO SUM IT ALL UP

This Handbook highlights your opportunities and responsibilities as an employee of the Company. By always keeping the contents of the Handbook in mind, you should be successful and happy in your work at SecureUSA. Once again, welcome to our Company. We look forward to working with you.

**ACKNOWLEDGMENT OF RECEIPT
OF EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the **SecureUSA** ("Company") Employee Handbook that covers many important Company policies, including, among other things:

Initials

Drug and Alcohol Policy

Equal Employment Opportunity Policy

No Harassment Policy

Problem -Solving Procedure

Electronic Communications Policy

I will familiarize myself with the handbook and all of its contents.

I understand that this handbook represents only current policies and benefits and that it does not create a contract of employment. The Company retains the right to change these policies and benefits at any time, without advance notice, as it deems appropriate.

I understand that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that the Company has a similar right. I further understand that my status as an at-will employee may not be changed except in writing signed by the Company's President.

Signature

Job Title

Printed Name

Date

Employee Copy – Please keep in Handbook for reference.

ACKNOWLEDGMENT OF RECEIPT
OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the **SecureUSA** ("Company") Employee Handbook that covers many important Company policies, including, among other things:

	<u>Initials</u>
Drug and Alcohol Policy	_____
Equal Employment Opportunity Policy	_____
No Harassment Policy	_____
Problem -Solving Procedure	_____
Electronic Communications Policy	_____

I will familiarize myself with the handbook and all of its contents.

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I understand that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that the Company has a similar right. I further understand that my status as an at-will employee may not be changed except in writing signed by the Company's President.

Signature

Job Title

Printed Name

Date

Employer Copy – Please sign, tear out and return to your manager.

EXHIBIT B

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of April, 2003, by and between SecureUSA Inc. with its principal place of business at 5784 Hopewell Road, Cumming, GA 30041 (hereinafter referred to as "COMPANY") and Jeremy Gibson with place of residence at 5635 Langford Cir Cumming (hereinafter referred to as "EMPLOYEE").

WHEREAS, Company and Employee agree on employment, as defined from time to time, effective of the above date (the "Purpose");

and WHEREAS, Company desires to provide appropriate protection for its own, business partner's and customer's confidential information and technical procedures in the process of performing business activities;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Employee and Company, partner agree as follows:

1. DISCLOSURE OF CONFIDENTIAL INFORMATION. During the course of performing employment duties, Company, partner, business partners and/or client may disclose to Employee, or Employee may observe, certain Company, partner and/or client confidential and proprietary information and/or techniques, in connection with carrying out the Purpose, including, but not limited to, technical and business information, processes; security methods, techniques, trade secrets, programs, vendor and potential vendor information, the nature of its business operations and its specialized requirements, intended uses of Company and partner's services, which information may be oral, written, machine readable, visual, conceptual or not otherwise embodied in written or tangible form (all of the foregoing hereinafter referred to as "Confidential Information"). To protect Company, partner and/or client confidential information and to not compromise its past, present, or future business development, Company, partner and Employee agree that the following procedures are applicable to any and all disclosures of Confidential Information by Company.
2. CONFIDENTIALITY. (a) If Confidential Information is disclosed under Section 1, Employee agrees that it shall keep the Confidential Information in strict confidence. Internal dissemination of the Confidential Information shall be limited to only those employees whose duties justify their need to know such Confidential Information, and who are under a legal obligation to maintain the Confidential Information in the strictest confidence.

(b) Employee will not directly or indirectly use any such Confidential Information for any purpose other than the Purpose specifically contemplated hereunder, nor shall Employee make reproductions or copies of any portion of Confidential Information, or disseminate or disclose, orally or in writing, any Confidential Information to any third party, without the prior written consent of Company.

(c) Upon Company written demand, Employee shall return to Company all documents or other tangible materials provided in connection with this Agreement, and Employee shall not retain any abstracts, copies, extracts, or other reproductions, in whole or in part, of such Confidential Information. Further, Employee shall destroy all memoranda, notes and other writings in its possession based on the Confidential Information.

(d) Any and all documents created by Employee for Company, including but not limited to blueprints, and other design documents, shall be considered Company's Confidential information and shall be subject to Section 2 (D) above.

3. NON-CONFIDENTIAL INFORMATION. (a) Employee's obligation to maintain confidentiality shall not apply to any Confidential Information which (i) at the time of disclosure is in the public domain (ii) after disclosure, becomes part of the public domain, by publication or otherwise, through no fault of Employee; (iii) is subsequently made available to Employee by an independent third party; provided, however, the third party has a lawful right to make such disclosure and that such Confidential Information was not obtained by said third party, directly or indirectly, for Company and or Client; or (iv) is required by law or judicial decree to be disclosed; though, if so obligated, Employee shall provide prompt notice to Company so that company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or other appropriate remedy, or receipt of a waiver hereunder, Employee shall disclose only that portion of the Confidential Information that it is advised, in the written opinion of its legal counsel, is legally required to be furnished, and Employee shall exercise its efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information when it is so disclosed. In the event Employee disputes the confidential status of certain information provided by Company or partners, the burden of proving that such information should not be considered confidential shall be on Employee.

(b) Notwithstanding the foregoing, specific Confidential Information shall not be rendered non-confidential merely because the encompassing generic information falls within these exceptions. Similarly, a combination of elements shall not be rendered non-confidential merely because one or more elements thereof are embraced individually by these exceptions.

4. NON COMPETE. Employee hereby agrees that due to the technical training and confidential information provided by Company during the course of employment, as per section 2, not to enter into any employment, business venture or like that in any way could be termed competitive with Company or partners, for a period of one year from the termination of this employment agreement, for any cause whatsoever.

5. RIGHTS. Nothing contain in this Agreement shall, by express grant, implication, or otherwise, create in Employee any right, title, or license in or to the techniques, procedures, patents, technical data, computer software, or documentation of the Company, partner and/or client.

6. ASSIGNMENT. Employee may not assign or otherwise transfer this Agreement.

7. REPRESENTATION OR WARRANTY. Company and/or partners makes no representation or warranty, either express or implied, as to the Confidential Information's adequacy, sufficiency, or freedom from defect or any kind, including freedom from any patent infringement that may result from the use of such information.

8. BINDING EFFECT. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors or assigns.

9. APPLICABLE LAW AND SEVERABILITY. This Agreement shall be governed for all purposes by the laws of the State of Georgia and other parties consent and agree to submit to the personal jurisdiction of any court of Georgia, but only for purposes of adjudication of issues arising under this Agreement. If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

10. NOTICES. Any notice or consent hereunder shall be sufficient only upon actual receipt by the other party and only if in writing and hand delivered or sent by courier or certified mail, return receipt requested, or confirmed email or facsimile, to the address of the parties set forth on the first page hereof, or to such other address as to which a notice of change of address has been given.

11. ENFORCEMENT. Employee acknowledges that Company and/or partners will be irreparably harmed if Employee breaches its obligation of confidentiality under this Agreement and such obligation is not specifically enforced, and that Company would not have an adequate remedy at law in the event of an actual or threatened violation by Employee of any such material obligation hereunder. In the event that Employee shall breach any material obligation under this Agreement, or in the event that breach appears to be an imminent possibility, Company shall be entitled to enforce this Agreement, and shall be entitled to all legal and equitable remedies afforded to it by law as a result of such breach or anticipated breach, and shall in addition to any and all other forms of relief be entitled to an injunction restraining any further disclosures or use of Confidential Information. In the event of any such enforcement action Company, if it prevails, shall be entitled to recover all reasonable costs and attorney's fees incurred by it. For purposes of this Section, the parties agree that obligations under Section 2 hereof are material obligations.

12. TERM OF THE AGREEMENT. This Agreement shall be effective and shall cover disclosures of Confidential Information by Company, prior to the date hereof. Company may at any time terminate this employment agreement, upon written notice to the Employee at the aforementioned addresses. The termination of this Agreement shall not affect the parties obligations under Section 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

SecureUSA, Inc.

Employee Name:

Jerry Gibson

By:

Bevan M. Clark

Title: President/CEO

Signature:

Jerry Gibson

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of April, 2003, by and between SecureUSA Inc. with its principal place of business at 5784 Hopewell Road, Cumming, GA 30041 (hereinafter referred to as "COMPANY"), and La Hija with place of residence at 5325 Oak Grove Circle Cumming Ga 30048 (hereinafter referred to as "EMPLOYEE").

WHEREAS, Company and Employee agree on employment, as defined from time to time, effective of the above date (the "Purpose");

and WHEREAS, Company desires to provide appropriate protection for its own, business partner's and customer's confidential information and technical procedures in the process of performing business activities;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Employee and Company, partner agree as follows:

1. DISCLOSURE OF CONFIDENTIAL INFORMATION. During the course of performing employment duties, Company, partner, business partners and/or client may disclose to Employee, or Employee may observe, certain Company, partner and/or client confidential and proprietary information and/or techniques, in connection with carrying out the Purpose, including, but not limited to, technical and business information, processes, security methods, techniques, trade secrets, programs, vendor and potential vendor information, the nature of its business operations and its specialized requirements, intended uses of Company and partner's services, which information may be oral, written, machine readable, visual, conceptual or not otherwise embodied in written or tangible form (all of the foregoing hereinafter referred to as "Confidential Information"). To protect Company, partner and/or client confidential information and to not compromise its past, present, or future business development, Company, partner and Employee agree that the following procedures are applicable to any and all disclosures of Confidential Information by Company.
2. CONFIDENTIALITY. (a) If Confidential Information is disclosed under Section 1, Employee agrees that it shall keep the Confidential Information in strict confidence. Internal dissemination of the Confidential Information shall be limited to only those employees whose duties justify their need to know such Confidential Information, and who are under a legal obligation to maintain the Confidential Information in the strictest confidence.

(b) Employee will not directly or indirectly use any such Confidential Information for any purpose other than the Purpose specifically contemplated hereunder, nor shall Employee make reproductions or copies of any portion of Confidential Information, or disseminate or disclose, orally or in writing, any Confidential Information to any third party, without the prior written consent of Company.

(c) Upon Company written demand, Employee shall return to Company all documents or other tangible materials provided in connection with this Agreement, and Employee shall not retain any abstracts, copies, extracts, or other reproductions, in whole or in part, of such Confidential Information. Further, Employee shall destroy all memoranda, notes and other writings in its possession based on the Confidential Information.

(d) Any and all documents created by Employee for Company, including but not limited to blueprints, and other design documents, shall be considered Company's Confidential information and shall be subject to Section 2 (D) above.

3. NON-CONFIDENTIAL INFORMATION. (a) Employee's obligation to maintain confidentiality shall not apply to any Confidential Information which (i) at the time of disclosure is in the public domain (ii) after disclosure, becomes part of the public domain, by publication or otherwise, through no fault of Employee; (iii) is subsequently made available to Employee by an independent third party; provided, however, the third party has a lawful right to make such disclosure and that such Confidential Information was not obtained by said third party, directly or indirectly, for Company and or Client; or (iv) is required by law or judicial decree to be disclosed, though, if so obligated, Employee shall provide prompt notice to Company so that company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or other appropriate remedy, or receipt of a waiver hereunder, Employee shall disclose only that portion of the Confidential Information that it is advised, in the written opinion of its legal counsel, is legally required to be furnished, and Employee shall exercise its efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information when it is so disclosed. In the event Employee disputes the confidential status of certain information provided by Company or partners, the burden of proving that such information should not be considered confidential shall be on Employee.

(b) Notwithstanding the foregoing, specific Confidential Information shall not be rendered non-confidential merely because the encompassing generic information falls within these exceptions. Similarly, a combination of elements shall not be rendered non-confidential merely because one or more elements thereof are embraced individually by these exceptions.

4. NON COMPETE. Employee hereby agrees that due to the technical training and confidential information provided by Company during the course of employment, as per section 2, not to enter into any employment, business venture or like that in any way could be termed competitive with Company or partners, for a period of one year from the termination of this employment agreement, for any cause whatsoever.

5. RIGHTS. Nothing contain in this Agreement shall, by express grant, implication, or otherwise, create in Employee any right, title, or license in or to the techniques, procedures, patents, technical data, computer software, or documentation of the Company, partner and/or client.

6. ASSIGNMENT. Employee may not assign or otherwise transfer this Agreement.

7. REPRESENTATION OR WARRANTY. Company and/or partners makes no representation or warranty, either express or implied, as to the Confidential Information's adequacy, sufficiency, or freedom from defect or any kind, including freedom from any patent infringement that may result from the use of such information.

8. BINDING EFFECT. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors or assigns.

9. APPLICABLE LAW AND SEVERABILITY. This Agreement shall be governed for all purposes by the laws of the State of Georgia and other parties consent and agree to submit to the personal jurisdiction of any court of Georgia, but only for purposes of adjudication of issues arising under this Agreement. If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

10. NOTICES. Any notice or consent hereunder shall be sufficient only upon actual receipt by the other party and only if in writing and hand delivered or sent by courier or certified mail, return receipt requested, or confirmed email or facsimile, to the address of the parties set forth on the first page hereof, or to such other address as to which a notice of change of address has been given.

11. ENFORCEMENT. Employee acknowledges that Company and/or partners will be irreparably harmed if Employee breaches its obligation of confidentiality under this Agreement and such obligation is not specifically enforced, and that Company would not have an adequate remedy at law in the event of an actual or threatened violation by Employee of any such material obligation hereunder. In the event that Employee shall breach any material obligation under this Agreement, or in the event that breach appears to be an imminent possibility, Company shall be entitled to enforce this Agreement, and shall be entitled to all legal and equitable remedies afforded to it by law as a result of such breach or anticipated breach, and shall in addition to any and all other forms of relief be entitled to an injunction restraining any further disclosures or use of Confidential Information. In the event of any such enforcement action Company, if it prevails, shall be entitled to recover all reasonable costs and attorney's fees incurred by it. For purposes of this Section, the parties agree that obligations under Section 2 hereof are material obligations.

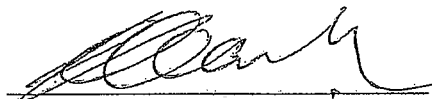
12. TERM OF THE AGREEMENT. This Agreement shall be effective and shall cover disclosures of Confidential Information by Company, prior to the date hereof. Company may at any time terminate this employment agreement, upon written notice to the Employee at the aforementioned addresses. The termination of this Agreement shall not affect the parties obligations under Section 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

SecureUSA, Inc.

Employee Name:

By:



Bevan M. Clark

Title: President/CEO

Signature:

